



102126428

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**J.P. Morgan Europe Limited, as Security Trustee
(f/k/a Chase Manhattan International Limited)**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other a company incorporated in England and Wales

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Termination and Release of Security Interest in
Trademark Rights Recorded at Reel 2277 Frame 0860.

Execution Date: May 24, 2002

2. Name and address of receiving party(ies):

Name: Kimble Asset Management, Inc.

Internal Address: _____

Street Address: 537 Crystal Avenue

City: Vineland State: NJ ZIP: 08360

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,255,683 ; 2,320,492 ; 1,965,479 ; 2,313,361

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

6/17/02
Date

Total number of pages including cover sheet, attachments, and documents: 4

06/19/2002 LNWELLER 00000043 2253683

01 FC:141
02 FC:482

19.00 DP
75.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002526 FRAME: 0125

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of May 24, 2002, from J.P. Morgan Europe Limited, as successor to Chase Manhattan International Limited, as Security Trustee (the "Trustee") for certain banks and other financial institutions (the "Lenders"), to Kimble Asset Management, Inc., a Delaware Corporation with its principal place of business located at 537 Crystal Avenue, Vineland, NJ 08360.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 8, 2000, made by the Grantors (as defined therein) in favor of the Trustee (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Trustee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 30, 2001 at Reel 2277 and Frame 0860; and

WHEREAS, the Trustee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee hereby states as follows:

1. **Definitions:** The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof **solely in the Trademarks listed on Schedule A hereto**. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.
2. **Release of Security Interest:** The Trustee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Trustee in such Trademark Collateral shall hereby cease and become void, effective as of August 15, 2001.
3. **Further Assurances:** The Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

J.P. MORGAN EUROPE LIMITED

By: 

Name: B.W. Scannell

Title: Managing Director

Schedule A

U.S. Trademark Registrations

TRADEMARK	REGISTRANT	REGISTRATION NO.	REGISTRATION DATE
EKONICAL	KIMBLE ASSET MANAGEMENT, INC.	2255683	6/22/99
KIM-BIN	KIMBLE ASSET MANAGEMENT, INC.	2320492	2/22/00
ROBO VIAL	KIMBLE GLASS, INC.	1965479	4/2/96
KIM-LOK	KIMBLE ASSET MANAGEMENT, INC.	2313361	2/1/00